

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel to Proofpoint, Inc.

In re:

CTI Liquidation Co., Inc.

Post-Effective Date Debtor.

Chapter 11

Case No. 23-14853 (JKS)

**Hearing Date: September 10, 2024
Time: 10:00 a.m. (ET)**

**PROOFPOINT'S RESPONSE TO THE GUC TRUSTEE'S FIRST OMNIBUS
OBJECTION REGARDING CLAIM NO. 342**

1. Proofpoint, Inc. ("Proofpoint") hereby files this response to the *First Omnibus Objection to Claims Seeking to Disallow and Expunge Certain (A) Duplicative Claims; (B) Amended and Superseded Claims; (C) Insufficient Documentation Claims; (D) Late-Filed Claims; and (E) No Liability Claims* [Docket No. 995] (the "Omnibus Objection") filed by the GUC trustee in the above-captioned case.¹ The Omnibus Objection contains an objection to Proofpoint's Proof of Claim No. 342 (the "Proofpoint Cxtera Canada Claim") against Cxtera Communications Canada, ULC ("Cxtera Canada"), which was designed to cover contingent and unliquidated

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Omnibus Objection.

claims in connection with the Debtors' Master Services Agreement with Proofpoint. At the time of the filing, the Debtor had neither assumed nor rejected the Master Services Agreement.

2. The stated basis for the objection is that “[c]laimant has articulated no basis for asserting a claim against a debtor entity related to the alleged successor to the contract counterparty.” Omnibus Objection, Sch. 5 at 1. On the contrary, the Proofpoint Cyxtera Canada Claim does articulate a basis: Cyxtera Canada “provides services” to Proofpoint pursuant to the Master Services Agreement with Proofpoint. Proof of Claim No. 342, Attachment at 1. Thus, the objection fails to state a basis upon which to disallow Proofpoint’s claim.

3. While the objection to the Proofpoint Cyxtera Canada Claim is meritless, it is Proofpoint’s understanding that the underlying Master Services Agreement has been assumed and assigned. Proofpoint has reached out to counsel to the GUC Trust to confirm and hopes to be able to resolve the objection with confirmation that the contract was in fact assumed and that Proofpoint retains all rights associated with the assumed contract.² However, in an abundance of caution, Proofpoint hereby responds to the Omnibus Objection; reserves all rights in connection with its claims filed in Debtors’ chapter 11 cases, including the Proofpoint Cyxtera Canada Claim; and hereby respectfully requests that Court overrule the Omnibus Objection to the extent it objects to the Proofpoint Cyxtera Canada Claim.

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² By email, counsel to the GUC trustee extended the deadline for Proofpoint to respond to the Omnibus Objection through September 5, 2024.

Dated: September 5, 2024

Respectfully submitted,

O'MELVENY & MYERS LLP

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